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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

MYSORE DISTRICT.

Notification dated 5th November 1932.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer at 2 P.M. on the date noted against each depot under the following conditions: —

Name of depot	Date of sale	Teak	Mathi	Honne	Bite	Other kinds	Remarks
		C.ft.		C.ft.	C.ft.	C.ft.	
1. Nanjangud ..	26th November 1932 ..	1,500	200	500	100	1200	More or less
2. Chamrajnagar ..	28th November 1932 ..	..	2500	100	500	400	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers not exceeding Rs. 200 in value, this initial deposit of Rs. 200 need not be insisted upon, provided that the full parchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers; should any lot be disputed it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case are subject to the confirmation of the Chief Conservator and in other cases to that of the District Forest Officer, subject to the following conditions :—

(1) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(2) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(3) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo showing the total value and the purchase made by him. Thereupon each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1933. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 9 per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale; on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

C. A. JABBAR,
District Forest Officer.

KOLAR DISTRICT.

Notification dated 7th November 1932.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Kolar District, up to 2 P.M., on the 1st December 1932 for the purchase of the exclusive right of collecting the following Minor Forest Produce on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved Lands and Plantations for the period from the date of confirmation to 30th June 1934 in the following Taluks of the District.

Name of Taluk	Description of produce	Remarks
Kolar ...	Marady ...	(a) Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals, as well as Amarayi which is sold separately by the Revenue Department.
Mulbagal ...	Tamarind, Seethapal Marady and other M. F. P.	
Gudibanda Sub-Taluk ...	Marady ...	Village Amarayi consist of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavatana and other lands set apart for communal purposes (1) Hunse, (2) Mavu, (3) Seege, (4) Cocoanut, (5) Hippe, (6) Neralu, (7) Halasu, (8) Jali, (9) Honge seeds and leaves and (10) Byala.
Goribidnur ..	Tamarind and marady	
Bowringpet ...	Maradi and other M. F. P.	

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of other M. F P.

Seege kayi	Antavaladakai	Bende fibre
Gum	Guricharlu	Wild olive
Honey	Wild castor seeds in (State Forests only).	Silk cotton
Bees-wax	Kan pepper	Kirichal (State Forests only)
Kapilarang	Kan cardamom	Bendu do
Gerubija or marking nut	Marsani buds	Linseeds
Wood apple	Halmaddi	Bolar bark
Lichens	Hulgal seeds	Pot stone
Horns	Cinnamon seeds	Rampatre or kanpatre
Hides	Vetehuli	Jungle saffron
Tar'kayi	Chikadabija	Patanga
Kanchagache	Nim seeds	Bones
Maddi	Hippe seeds	Chagachebija
Gujjagala	Makliberu (State Forests only.)	Cashewnut
Pappalichakke	Somechekke	Mango fruits
Kalluhuvu	Nili seeds	Sogadeberu
Kakkekayi		Lebi fruit
Inglara		Nux-Vomica
Gallnut		

Remarks.—The tamarind, seethapal and maradi seeds of the above Taluks will be sold as independent items.

1. Each taluk should be tendered separately mentioning therein as to whether the tender is for any of the three independent items referred to in the remarks above or for the scheduled Minor Forest Produce.

2. Tenders of defaulters on account of previous leases and those not in accordance with the rule 3 will be summarily rejected.

Note.—In the case of taluks where the Minor Forest Produce revenue may not fetch more than Rs. 200, a sum of Rs. 50 only should accompany the tender.

3. Each tender must be accompanied by a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government in regard to his solvency and its extent or an exchange certificate provided in clause 6 and also a sum of Rs. 200 as earnest money. Covers containing the tenders should be addressed to the District Forest Officer, Kolar District and should be duly registered, insured and superscribed "Tenders for the lease of collecting Minor Forest Produce, etc."

4. The name and address of the Tenderer must be clearly and fully given.

5. Tenders will be opened by the District Forest Officer, in the District Forest Office at 2 P.M. on the 1st December 1932 in the presence of such of the Tenderers as may be present.

6. The successful tenderer shall deliver his solvency certificate to the officer conducting the sale and get in exchange if he so desires a certificate signed by the latter which will be a sufficient authority for him to tender for the lease in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the successful tenderer obtaining in lieu thereof if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchases made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful tenderers will be returned immediately after the sale.

7. The exclusive right of collecting and removing the produce above described will be disposed of to the highest tenderer subject to the confirmation of the Chief Conservator of Forest in Mysore, Bangalore or the District Forest Officer as the case may be who at his discretion may accept or reject the highest or any other tender without assigning any reason therefor.

8. Within three days of the receipt of notice of acceptance of the tender, the sucessful tenderer shall credit into the Government Treasury, one-half of the total sale amount including the deposit already made together with the local, education and railway cesses, at Re. 0-1-0, 0-0-6, 0-0-3 respectively. In default, the acceptance of the tender will be cancelled, the deposit forfeited and the right resold. Such resales will be at the risk of the defaulting tenderer who will be liable to make good any loss that may result to Government thereby but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

9. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

10. Within fifteen days of the intimation of the confirmation of the sale, the successful tenderer shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and all the moneys already paid forfeited to Government and the right resold, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

11. The balance of three-fourths of sale amount will be paid in two equal instalments as follows :—

First instalment on or before 1st March 1933.
Second do 1st July 1933.

In default to pay the instalments on due dates, the contract will be cancelled and the righ t resold, the defaulter being liable for any deficit in the amount due to Government less thet amount already paid. He shall have no claim on the surplus accruing from such resale, buv shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land re enue, under section 79 of the Forest Regulation or any other law in force for the time being.

Interest at 9 per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspectors, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the transport of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of the fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the Taluk before the 30th June 1934 all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to the end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the Village Amarayi as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce; any such damage will be assessed by the Range Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both. These penalties will be enforced at the discretion of the District Forest Officer or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor and if not, the lease will be cancelled and resold at the risk of the tenderer who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

S. VENKATAVARADIENGAR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Notification dated 7th November 1932.

It is hereby notified for general information that the right of collecting and removing the canes in the undermentioned State Forests of the Shimoga Division subject to the exercise of rights of villagers will be sold by the District Forest Officer, Shimoga or any other Officer deputed by him on the dates at the places noted against each.

Sl. No.	Range	Name of Forest	Place and date of sale	Officer conducting the sale
1	Nagar Range ..	Varahi	Hosanagar 5th December 1932, Monday.	Sub-Division Officer, Sagar.
		Manibyle		
		Kavaledurga		
		Hulikal		
		Kilandur		
		Bisi and Jeni		
		Kodachadri		
		Chekra and Mattikai		
2	Sagar Range ..	Govardanagiri	Nagavalli 13th December 1932, Tuesday.	Do ..
		Jog	Jog T. B. 8th December 1932, Thursday.	Do ..
		Kargal		
		Bellanne		
		Iduvani		
3	Agumbe Range ..	Agumbe	Agumbe 10th December 1932 Saturday	District Forest Officer, Shimoga.
		Balehalli		

The collection period shall extend till the end of June 1933.

The successful bidder shall immediately after the sale, pay one-fourth of the sale amount to gether with Local cess at one anna per rupee, Railway cess at three pies per rupee and Education cess at six pies per rupee on the entire amount of sale. In default, the right will be resold at his risk. If the deficit amount be not paid, it will be recovered as arrears of land revenue.

Within fifteen days of the intimation of the confirmation of the sale, the accepted bidder shall pay the balance of the lease amount in full and enter into an agreement on a duly stamped paper of proper value obtained at his own cost, binding himself to the conditions specified hereunder.

The sale is subject to the confirmation by the District Forest Officer or the Conservator of Forests as the case may be.

The lessee shall deposit a sum of Rs. 50 for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

Conditions.

1. Canes should be extracted without injuring the roots of the clump. Tender ones should on no account be extrated.

2. At least three shoots in a clump should be left untouched.

3. The lessee or his agents or servants shall not injure any tree or other forest produce while collecting canes.

4. The lessee shall be held personally responsible for any damaging acts of his agents or servants during the collection of canes.

5. The lessee shall not sublet the contract without permission from the District Forest Officer.

Coolies employed by the lessee must take permits from the Range Officer when they enter forests for collection.

7. The produce should be removed from the limits of the Forests by the end of June 1933, under cover of passports issued by the Range Officer.

8. The lessee shall be held personally responsible for the occurrence of fire in the Forest, if there is sufficient ground for the Department to think that it has been caused by his negligence of by the act of his employees.

9. The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him during the month. His account will be liable for the inspection of the Conservater of Forests or the District Forest Officer or any other Officer deputed by either of them.

In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. five at the discretion of the District Forest Officer, in addition to forfeiture of the security deposit amount.

Interest will be charged on all belated payments at 9 per cent per annum.

Notification dated 8th November 1932.

It is hereby notified for general information that the exclusive right of collecting Tupra leaves on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved lands and Plantations from the date of confirmation of the sale up to the end of June 1933 will be sold talukwar by public auction at the place and date noted below by the District Forest Officer, or other Officer deputed by him.

Taluk	Place of sale	Date of sale	Remarks
Sorab ..	Anavatti ..	Saturday 3rd December 1932.	By the Sub-Division Officer, Sagar.

N.B.—(*a*) Government have reserved their power of issuing individual licenses for — *bona-fide* local consumers.

(*b*) Excludes the Produce of Inam, Jodi, Kayamgutta, Sarvamanya and other lands which are in the occupancy of private individuals as well as Village Forests.

1. The auction sale will commence at 2 P.M. and if it is not concluded on the same day, will be continued on the next following day.

2. Defaulters on account of previous lease will not be permitted to bid.

3. No person will be allowed to bid unless he has deposited with the officer conducting the sale, a sum of Rs. 50. The deposits of unsuccessful bidders will be returned immediately after the sale.

4. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the District Forest Officer or the Conservator of Forests as the case may be, who at his discretion may accept or reject the highest or any other bid without assigning any reason therefor.

5. The successful bidder shall, at the close of the sale, credit into the Taluk Treasury one-fourth sale amount (exclusive of the deposit amount already paid) together with Local Cess at one anna per rupee, Railway Cess at three pies per rupee and Education cess at six pies per rupee on the entire sale amount. In default of payment, the deposit already paid will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by such resale, but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as arrears of land revenue.

6. If the sale is not confirmed, the amount paid will be refunded.

7. The accepted bidder shall pay another one-fourth of the sale amount within fifteen days of the intimation of the confirmation of the sale and execute an agreement binding himself to pay the balance of the sale amount before the 15th January 1933 and binding himself to observe the conditions mentioned hereunder. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are :—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer.

(*d*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in Forest in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*e*) The lessee shall remove out of the limits of the Forests all produce collected under the terms of the lease before the 30th June 1933.

(*f*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

8. In the event of the breach of any of the above conditions the lease will be liable to be cancelled, and the lessee fined to the extent of Rs. 25 which will be recovered as an arrear of land revenue.

Abstract Notification dated 26th October 1932.

The attention of the public is invited to the detailed Notification of date pertaining to the sales of timber, sawn materials, in the various depots of the Division and also of 1000 seers of cardamom in the Sandal Koti at Shimoga published on pages 1272 to 1274 of Part VI of the *Mysore Gazette*, dated 3rd November 1932.

MOHAMED PIR,
District Forest Officer.

BHADRAVATI DIVISION.

Notification dated 11th November 1932.

It is hereby informed for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, reserved lands and plantations for two years from 1st July 1932 to 30th June 1934 will be sold talukwar by public auction on the dates and at the places specified below :—

Taluk comprised	Place of sale	Date of sale	Officer conducting the sale
Kadur District—			
Tarikere ...	Forest Sub-Division Office, Tarikere.	2nd December 1932	Deputy Commissioner or any other officer deputed by him with the help of the concerned District Forest Officer.

Remarks.—Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village Amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavatana and other lands set apart for communal purposes :—

(1) Hunse, (2) Mavu, (3) Seege, (4) Cocoanut, (5) Hippe, (6) Neralu, (7) Halasu (8) Jali, (9) Honge seeds and leaves and 10 Byala.

(ii) The Village Amarayi of Kadur District is included in this contract as per G. O. No. G. 2754-65—Ft. 274-29-6, dated 4th September 1930.

N.B.—(1) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit	Kanpepper	Maddi
Seegekayi	Kan cardamom	Chilladabija
Gum	Marsani buds	Chagachebija
Honey	Halmaddi	Guggala
Bees-wax	Hulgal seeds	Nim seeds
Kapilarang	Cinnamon seeds	Cashewnut
Gerubija or marking nut	Vetehuli	Pappalichakke
Wood-apple	Bende fibre	Hippe seeds
Lichens	Wild olive	Mango fruits
Maradipoppu or charpoppu	Silk cotton	Kalluhuvu
Horns	Kirichal (State Forest)	Makliberu (State Forest)
Hides	Bendu do	Sogadeberu do
Tarikayi	Linseed	Kakkekayi
Kanchagache	Bolar bark	Somechekke
Gallnut	Pot stone	Lebi fruit
Antavaladakai	Rampatre or Kanpatre	Inglara
Guricharlu	Jungle saffron	Nili seeds
Wild castor seeds (State Forests.)	Patanga	Nux-vomica
	Bones	

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

Note.—In the case of taluks where the Minor Forest Produce revenue may not fetch more than Rs. 200, a sum of Rs. 50 only should be deposited with the sale conducting officer.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the Chief Conservator of Forests and the Conservator of Forests, Shimoga, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidders shall, immediately after the close of the sale, credit into the Government Treasury one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the three-fourths of sale amount will be paid in three equal instalments as follows :—

First khist	on or before	1st January 1933.
Second	do	1st March 1933.
Third	do	1st July 1933.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Further conditions to be entered in the agreement are :—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(e) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector respectively.

(f) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(g) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(h) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also, under the Forest Regulation irrespective of any action that may be taken under the contract.

(i) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1934 all the produce collected and stored under the terms of the lease.

(j) Neither the lessee nor sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(k) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to the end of April of each year.

(l) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(m) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the Village Amarai as detailed in para 1 above.

(n) No damage will be caused to the trees while collecting the Minor Forest Produce; any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(o) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, or the Conservator of Forests, Shimoga or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

Notification dated 12th November 1932.

It is hereby notified for general information that the exclusive right of collecting the Honge seeds and leaves in the State Forests, Plantations, Amrit Mahal Kavals, and reserved lands of the undermentioned Ranges pertaining to the jurisdiction of this division up to the end of June 1933, will be sold by public auction by the undermentioned Officer, on the date noted against them as detailed below :—

Name of Sub-Division	Name of Range	Name of Taluk	Date of sale	Place of sale	Officer conducting the sale
Bhadravati ..	Bhadravati .. Bhadrapur .. Channagiri ..	....	5th December 1932	Forest Sub-Division Office, Bhadravati.	Sub-Division Officer, Bhadravati.

1 The auction sale will commence at 2 P.M., and if it is not concluded on the same day, will be continued on the next following day.

2. Defaulters on account of previous lease will not be permitted to bid.

3. Intending bidders must be in possession of certificate from the Amildar of the Taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such certificate. The person who may be allowed to bid without such certificates must pay up full lease amount and cesses therein at once after the sale.

4. .No person will be allowed to bid unless he has deposited with the Officer holding the sale a sum of Rs. 10 which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the District Forest Officer or the Conservator of Forests, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, pay up the one-fourth of the sale amount, together with the cesses on the entire sale inclusive of the initial deposit and shall further pay the balance of three-fourths of the sale amount within a week from the date of receipt of confirmation order. In default, the deposits will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom. If the deficit be not paid, it will be recovered as a Revenue demand, interest at 9 per cent will be charged on all arrears of lease amount.

N.B.—This condition applies only to the contractors who produce solvency certificates.

7. If the sale is not confirmed, the amount will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale, binding himself to observe the conditions hereunder mentioned duly furnishing a security deposit equal to one-fourth of the sale amount if the total lease amount exceeds Rs. 100 in each case. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

FURTHER CONDITIONS TO BE ENTERED IN THE AGREEMENT:—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sub-let it to others without the previous sanction of the District Forest Officer or the Conservator of Forests.

(*d*) The coolies employed by the lessee must take permission from the Range Officers before they enter State Forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer or Sub-Division Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other Officer deputed by either of them.

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the Forests all produce collected and sold under the terms of the lease before the close of the official year, each consignment should cover with a pass obtained from the Range Officer.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

(*i*) The village amarayi produce is not included in the contract.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

Referring to the Notification dated 24th October 1932 *re* the sale of timber in Bhadravati and Tarikere Depots on 21st and 28th November 1932 respectively, published on pages 1274 and 1275, Part VI of the *Mysore Gazette*, dated 3rd November 1932, the public are hereby informed that the sale of timber in Bhadravati Depot will be held on the 24th November 1932, instead of on the 21st November 1932 as already notified.

Notification dated 9th November 1932.

Notice is here by given under section 40 of the Mysore Forest Regulation that 19—21 c.ft. of teak pieces pertaining to the forest offence of Chennagiri Range have been seized by the Range Forest Officer, Chennagiri and kept in the custody of Patel Ganadakatti, Chennagiri Taluk on 30th January 1930 persons having any right to the above or requested to submit a statement of their claims to the undersigned within one month from the date of the publication of this notification failing which the pieces will lapse to Government under section 42: Mysore Forest Regulation.

No.	Kind	Length	Girth	C.ft.	From whom seized	Remarks
		C.ft.	C.ft.	C.ft.		
1	Teak pieces	2—6	2—11	1—3	1. Shankarappa, son of Chikka of Ganadalatte.	These pieces do not bear any stamp or number
2		2—6	3—4	2—0		
3		2—4	3—6	1—3		
4		2—6	2—4	1—0	2. Hanumantha, son of Gidya of Ganadakatte.	
5		2—6	2—6	1—0		
6		2—5	2—8	1—0	3. Durga, son of Nanjappa of Ganadakatte.	
7	Teak pieces	2—6	2—8	1—0		
8		2—6	2—8	1—0		
9		2—6	2—8	1—0		
10		2—6	2—8	1—0		
11		2—6	2—6	1—0		
12		2—5	2—5	0—9		
13	Teak pieces	2—6	3—4	1—9		
14		2—6	2—10	1—3		
15		2—6	2—9	1—0		
16		2—4	2—8	1—0		
17		3—7	1—10	0—9		
18		4—0	2—3	1—3		
19		2—4	2—9	1—0		

H. V. RANGASWAMY IYENGAR,
District Forest Officer.

ENGINEERING DEPARTMENT.

WATER SUPPLY DIVISION, BANGALORE.

Notification dated 31st October 1932.

As it has come to the notice of the undersigned that the public are not co-operating with this Department in promptly adjusting the arrears of charges for water supplied from Chamarajendra Water Works, the following ruling contained in G. O. No. 772-5275, dated 29th June 1912, is herein republished for the information of the public. In cases where the arrears are not paid up promptly, the terms of this ruling will be strictly given effect to, without notice and water connection cut off:—

Rule 20. The Executive Engineer or his authorised agent shall have the power to cut off the connection between the private pipes and the public main in any of the following cases.—

(*a*) In default of payment of the excess water rates, meter rent and other charges due under the rules or of any bill presented on account of repairs to meters under rule 10 above, within 20 days after the same shall have been demanded in writing or presented.

H. F. MARKER,
Executive Engineer.

KOLAR DIVISION.

Notification dated 11th November 1932.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 2 P.M. on 1st December 1932, for the work of restoring Agrahar Hosahalli Tank Registered No. 97, Goribidnur Taluk. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of December 1933.